Minutes of the Special Meeting
of the
Board of Trustees
The Junior College District of St. Louis
St. Louis County, Missouri
Tuesday, May 19, 1964 5:00 P.M.

A special meeting of the Board of Trustees of The Junior College District of St. Louis - St. Louis County, Missouri was held on Tuesday, May 19, 1964 in the Central Office of the District at 4386 Lindell Boulevard, St. Louis 8, Missouri.

Board President Bastian called the meeting to order at 5:00 p.m. The following members of the Board were present:

Mrs. Joseph C. Bastian Mr. F. Wm. McCalpin
Mr. Lester C. Geil Mr. Guy S. Ruffin
Mr. Morris Glaser Mr. Gerald V. Williamson

Also present at the meeting were President Joseph P. Cosand -- Vice President John E. Tirrell -- and Vice President James W. Hobson -- all of the Junior College staff.

Mr. Bruce E. Woodruff, of the firm of Armstrong, Teasdale, Roos, Kram and Vaughan, Counsel for the District, was also present.

It was noted that the meeting was called at the request of Board President Bastian, and all members signed a waiver of the forty-eight hour notice required by the Policies and Procedure Manual of the District, and agreed to the transaction of the business of the District at this meeting.

5/19/64
1.3 Minutes of the Regular Meeting

There were no Minutes to be read at this meeting.

1.7 Communications

There were no communications to be read at this meeting.

2. PERSONNEL

No report.

3. CURRICULUM

No report.

4. COLLEGE FACILITIES

4.1 Board President Bastian informed the Board that one of the items under consideration was an amendment to the contract between the District and the St. Louis Arena Corporation, for the purchase of the property known as the Forest Park Highlands.

A general discussion followed, involving all Board members.

Whereupon, on motion by Mr. McCalpin, seconded by Mr. Williamson, and with the unanimous aye vote of all members of the Board, it was

RESOLVED, That the Board of Trustees authorize and approve amendment of the contract to purchase the Highlands property, said contract having been approved at a special meeting of the Board held on January 21, 1964, insofar as may be necessary to provide that the sum to be paid by the District to the St. Louis Arena Corporation for the conveyance of the property therein described shall be $300,000.00 and that the conveyance shall be subject to the lien of an outstanding Deed of Trust securing a note in the face amount of One Million Five Hundred Thousand Dollars ($1,500,000.00), which the District will neither assume nor agree to pay.

FURTHER RESOLVED, That the President be and is hereby authorized and directed to execute such written amendments to the original Highlands contract and other documents as may be necessary to effectuate the purchase in the manner and according to the terms hereinabove set out.

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5. BUSINESS AND FINANCE

5.1 Construction of temporary buildings - Florissant Valley Community College

The President of the College, Dr. Cosand, recommended the acceptance of the bid for temporary classroom buildings from the G. L. Tarlton Contracting Company, to be constructed at the Florissant Valley Community College.

A general discussion followed.

Whereupon, on motion by Mr. Geil, seconded by Mr. Glaser, and with the aye vote of the following members of the Board: Mr. Gerald V. Williamson, Mrs. Joseph C. Bastian, Mr. Lester C. Geil, Mr. Guy S. Ruffin, Mr. Morris Glaser, and Mr. F. Wm. McCalpin, it was

RESOLVED, That the Board of Trustees of the Junior College District of St. Louis - St. Louis County, Missouri accept the written bid and offer of the G. L. Tarlton Contracting Company to build the temporary buildings on the Florissant Valley Community College campus as outlined in the bid specifications and proposals prepared by Mr. Kenneth Wischmeyer, architect, for the total price of $447,777 (with a fifteen percent cost plus fee for extra work) and with the completion of construction to be no more than seventy days.

FURTHER RESOLVED, That the President of the Board of Trustees is hereby authorized and directed to execute the standard A.I.A. construction contract for and on behalf of the District, the said contract being attached hereto and expressly incorporated herein, said contract to be attested to by the Secretary and affixed with the official Seal of the District.

6. STUDENT PERSONNEL SERVICES

No report

7. COMMUNITY RELATIONS

No report

5/19/64
9. **ADJOURNMENT**

Board President Bastian asked if there were any further business to come before the Board. There was not, and Mr. McCalpin made a motion that the meeting be adjourned. Mr. Glaser seconded the motion and it was unanimously approved at 6:15 p.m.

Respectfully submitted

[Signature]

Dolores Tygard, Secretary
Board of Trustees
The Junior College District of St. Louis
St. Louis County, Missouri

5/19/64
THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
WHERE THE BASIS OF PAYMENT IS A STIPULATED SUM

THIS FORM TO BE USED ONLY WITH THE LATEST EDITION OF
AIA DOCUMENT A101, GENERAL CONDITIONS OF THE CONTRACT

THIS AGREEMENT
made this 20th day of May in the year Nineteen Hundred and Sixty-Four

BY AND BETWEEN THE JUNIOR COLLEGE DISTRICT OF ST. LOUIS, ST. LOUIS COUNTY, MISSOURI, 4386 Lindell, St. Louis 8, Missouri
hereinafter called the Owner, and
G. L. TARLTON CONTRACTING COMPANY, 5500 West Park Avenue, St. Louis 10 Missouri
hereinafter called the Contractor,

WITNESSETH,
that the Owner and the Contractor for the considerations hereinafter named agree as follows:

ARTICLE I. SCOPE OF THE WORK
The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled (Here insert the caption descriptive of the work as used on other contract documents.) Construction & Completion of the Temporary Facilities Florissant Valley Community College, located at Pershall Road West of Florissant Avenue, Ferguson, Missouri, for the Junior College District of St. Louis, St. Louis County, Missouri.

prepared by: KENNETH E. WISCHMEYER, 911 Locust Street, St. Louis 1, Missouri

acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Drawings.

Bergmeier & Siebold, Inc. Structural Engineers, Belt & Given, Mechanical Engineers
ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced and completed as follows:

(Here insert stipulation as to liquidated damages, if any.)

Shall be commenced May 21, 1964 and shall be completed within seventy (70) days, Sundays and whole holidays not included.

ARTICLE 3. THE CONTRACT SUM FOUR HUNDRED FORTY-SEVEN THOUSAND SEVEN

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: (State here the lump sum amount, unit price, or both, as desired.)

HUNDRED SEVENTY-SEVEN DOLLARS ($447,777.00).

The cost of the Performance and Payment Bond is included in the above mentioned contract sum.

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.
UNIT PRICES: The following unit prices shall prevail in the event the quantities of work or items are changes from the quantities indicated on the Contract Documents:

<table>
<thead>
<tr>
<th>Description</th>
<th>+</th>
<th>-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earth Excavation, per cubic yard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) By shovel or drag</td>
<td>$ no bid</td>
<td>$ no bid</td>
</tr>
<tr>
<td>(b) By scraper</td>
<td>0.25</td>
<td>0.15</td>
</tr>
<tr>
<td>(c) Footings by hand</td>
<td>6.60</td>
<td>4.00</td>
</tr>
<tr>
<td>(d) Footings by machine</td>
<td>3.40</td>
<td>2.00</td>
</tr>
<tr>
<td>Earth Fill, per cubic yard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Back-Fill</td>
<td>3.30</td>
<td>2.00</td>
</tr>
<tr>
<td>(b) Compacted fill</td>
<td>0.11</td>
<td>0.07</td>
</tr>
<tr>
<td>Rock Excavation, per cubic yard (Gen. Excavation)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Class B</td>
<td>1.06</td>
<td>no bid</td>
</tr>
<tr>
<td>(b) Class C</td>
<td>15.40</td>
<td>no bid</td>
</tr>
<tr>
<td>Crushed Rock Fill, per cubic yard</td>
<td>4.40</td>
<td>3.30</td>
</tr>
<tr>
<td>Reinforced concrete, in place, per cubic yard</td>
<td>71.50</td>
<td>16.00</td>
</tr>
<tr>
<td>Cement finish on slabs, per square foot</td>
<td>.28</td>
<td>.10</td>
</tr>
<tr>
<td>Additional Sprinkler Heads in attic space, each</td>
<td>18.70</td>
<td>16.50</td>
</tr>
<tr>
<td>Additional Sprinkler Heads below ceilings, each</td>
<td>18.70</td>
<td>16.50</td>
</tr>
</tbody>
</table>

The bidder agrees that when changes in the work are ordered involving extra cost over and above the Total Contract Sum, and when such work is ordered on the basis of a Cost-Plus-Fee, such fee shall be fifteen (15) percent of the cost of such work.
ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided therein, as follows:
On or about the tenth day of each month ninety per cent of the value, based on the Contract prices of labor and materials incorporated in the work and per cent of materials suitably stored at the site thereof or at some other location agreed upon in writing by the parties up to the first day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon Substantial Completion of the entire work, a sum sufficient to increase the total payments to ninety-five per cent of the Contract price.
(Inset here any provision made for limiting or reducing the amount retained after the work reaches a certain stage of completion.)

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty days after Substantial Completion of the work provided the work be then fully completed and the contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

Before issuance of final payment the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.

If after the work has been Substantially Completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
ARTICLE 6. THE CONTRACT DOCUMENTS

The General Conditions of the Contract, the Supplementary General Conditions, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. There follows an enumeration of the Contract Documents:

Specifications: - Dated May 1, 1964 - Title Page through Page 16A20.
Addendum #1 - dated May 12, 1964 - Title Page and 10 Pages
Addendum #2 - dated May 15, 1964 - Title Page and 6 pages
Telephone Addendum, May 18, 1964 - Regarding complete hardware for Toilet Partitions.

Schedule of Drawings: - Dated May 1, 1964
Architectural Sheet No. 1 - Site Plan
2 - Site Plan
3 - Floor Plans
4 - Elevations
5 - Wall Sections
Structural S-1 - Foundation Plans
Heating & Vent. HPF-1 - Site Plan
H-2 - Floor Plans
Plumbing P-2 - Floor Plans
Fire Extinguisher System F-2 - Floor Plans
Electrical E-1 - Site Plan & Details
E-2 - Power Plant & Details
E-3 - Lighting Plans & Details

IN WITNESS WHEREOF

the parties hereto have executed this Agreement, the day and year first above written.

Owner
The Junior College District of St. Louis, St. Louis
County, Missouri

Contractor
G. L. TARLTON CONTRACTING COMPANY (title)
A. R. Elsperson, President

The Junior College District of St. Louis, St. Louis
County, Missouri

G. L. TARLTON CONTRACTING COMPANY (title)
L. H. King, Secretary

OWNER-CONTRACTOR AGREEMENT

AIA DOC. A101
SEPT. 1948 ED.
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The undersigned hereby waive notice of the Special Meeting to be held in the offices of the District on May 20, 1964 at 5:00 p.m. and consent to the consideration, by the Board of Trustees, of an amendment to the contract between the District and the St. Louis Arena Corporation, for the purchase of the Highlands; and for such other business as may come before the Board of Trustees.

Mrs. Joseph C. Bastian
Mr. F. Wm. McCalpin
Mr. Gerald V. Williamson
Mr. Guy S. Ruffin
Mr. Morris Glaser
Mr. Lester C. Gell